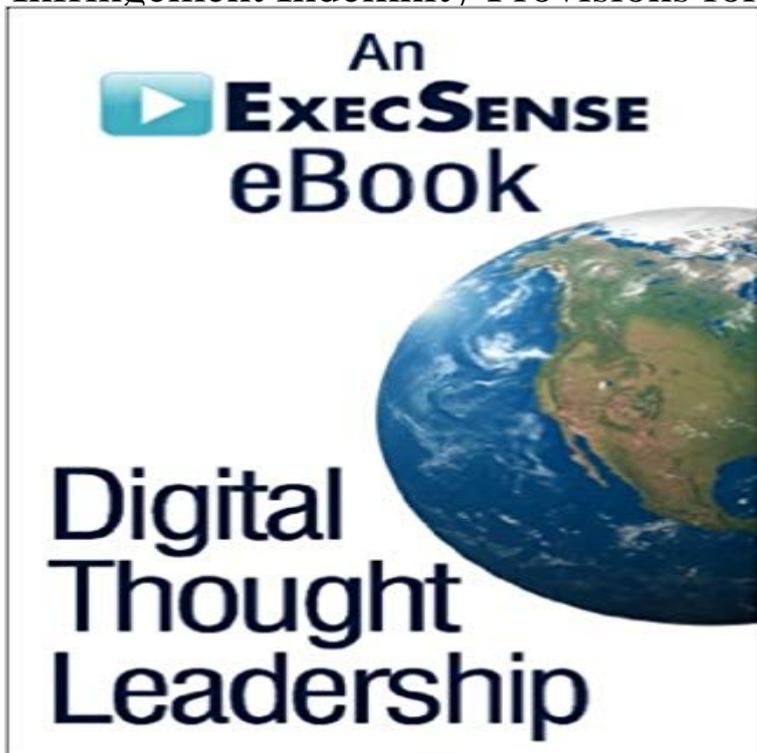


Infringement Indemnity Provisions for Software Licensing



About the eBook Software applications play a major role in the day-to-day business operation of almost all companies. Although the magnitude of risk may vary, licensees face exposure to unwanted infringement liability from applications ranging from large proprietary enterprise resource planning (ERP) systems to simple utilities that produce fonts and other graphics. In years past, purchasing a software platform did not automatically carry with it a huge bulls-eye for potential infringement claims. In recent years, however, the proliferation of non-practicing entities, affectionately referred to as patent trolls, means that no one is safe from the threat of costly patent litigation. In the past, software companies with all but the mightiest of leverage would typically take full responsibility for infringement based on the use of their products. Today, many software companies are taking a step back, treating the patent troll infringement risk as the product of flaws in our patent system. Some software providers justifiably feel that this risk should be born equally by licensees.

About the Author: Steve Cosentino, Partner, Stinson, Morrison, Hecker, LLP Steve Cosentino is a member of his firm's Intellectual Property and Technology Division and an associate member of the firm's Corporate Finance Division. He provides document drafting, negotiation and general legal advice for a wide range of firm clients. Cosentino's primary focus is on technology related transactions, with an emphasis on software licensing, application service provider transactions, outsourcing, online privacy, cloud computing and Internet-related laws. Cosentino also has extensive experience in mergers and acquisitions, taking an active role on a number of corporate transactions and due diligence investigations.

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